

EMPLOYMENT AGREEMENT

This *Employment Agreement* (the "Agreement") is made and entered, effective the 1st day of July, 2009 (herein, the "Effective Date"), by and between Maxine Kilcrease (herein, "Dr. Kilcrease" or "Executive Director", as the context requires) and the Iowa Association of School Boards ("IASB"), an Iowa nonprofit corporation existing and operating pursuant to chapter 504 of the Iowa Code (2007). IASB and Dr. Kilcrease may each be referenced herein as a "Party," and collectively as the "Parties".

WHEREAS, Dr. Kilcrease has accepted the IASB Board of Directors' offer to become the Executive Director of IASB;

WHEREAS, IASB and Dr. Kilcrease desire to express in writing their agreement respecting her employment, her position as IASB's Executive Director, and the terms and conditions related thereto;

NOW, THEREFORE, Dr. Kilcrease and IASB agree as follows:

1. Employment. IASB, upon execution of this Agreement by both Parties, shall employ Dr. Kilcrease as Executive Director, and Dr. Kilcrease agrees to accept such employment upon the terms and conditions stated in this Agreement.
2. Term. The term of the Executive Director's employment under this Agreement shall continue to and through June 30, 2012, and terminate at 11:59 p.m. on such date. This Agreement is without the right of renewal or extension unless renewed or extended as expressly provided for in this Agreement.
3. Evaluation and Renewal. Evaluation and assessment of the performance of the Executive Director shall be conducted at least annually, prior to the anniversary of this Agreement. The evaluation shall be based on IASB's policy relating to evaluation of the Executive Director, which takes into account both goals and objectives and the financial and staff resources available. Upon the conclusion of the annual evaluation, the governing board, in its sole discretion, shall determine the amount or type of increase in the salary and/or benefits of the Executive Director for the upcoming contract year. Within and during the ninety (90) day period prior to the Termination Date of this Agreement, including any Termination Date existing because of an extension or renewal of the previous Term, and by action of the IASB Board of Directors communicated in writing to the Executive Director by the IASB President, IASB may elect to extend the Term of the this Agreement for twelve (12) additional months, such decision to extend (or not to extend) to be in the sole and exclusive authority of IASB.
4. Duties of the Executive Director. During the Term, including any Term existing because of an extension or renewal of the previous Term, the Executive Director shall devote her full working time and attention, and her best skills and services, to conduct the business and affairs of IASB and IASB-related activities and responsibilities on an enterprise-wide basis, subject to the IASB Board of Directors oversight through IASB's

current policy governance guidelines. During the Term, the Executive Director shall comply with all policies, rules, and regulations of the Association.

It is understood and agreed that Executive Director shall perform such duties and have such powers as may be prescribed by IASB's policies, as may be amended from time to time, or by law; the Executive Director, with assistance of staff under the direction of the Executive Director, will refer matters to the IASB Board for study and recommendation. The Board will have exclusive jurisdiction in determining policies for the direction and operation of the Association, and the Executive Director has shall carry such policies into execution. In doing so, she may organize, reorganize, hire, terminate, and otherwise direct the employees of the association, subject to contract rights that may exist, all consistent with IASB's policies.

5. Compensation. For all duties performed and services rendered by the Executive Director pursuant to this Agreement, the Executive Director shall receive a Base Salary and other Benefits as described and herein below provided:

(a) *Base Salary:* The Executive Director shall receive a Base Salary of \$210,000. The Base Salary shall be paid in annualized, equal, semimonthly installments of \$8,750, and shall be subject to the usual and required deductions for federal withholding taxes, state withholding taxes, social security taxes, and other required payroll taxes. Increases, if any, to the Base Salary following June 30, 2010, shall be determined by the IASB Board of Directors following an annual evaluation of the performance of the Executive Director.

(b) *Other Benefits:* In addition to the Base Salary, IASB shall provide the Executive Director with the following benefits during the Term of this Agreement:

- (i) Following the initial six (6) month period of employment, Executive Director shall receive a retirement benefit through IASB's current 401K Plan made available to employees, which Plan permits a discretionary contribution by IASB uniformly administered to all employees. It is understood between the Parties that, currently, IASB makes a five (5) percent contribution to the qualified retirement plan (commencing after the initial six-month period of employment) and employer match of 100 percent up to 2 percent with the employee deferral of the same percentage. The Parties understand and agree that the 401K Plan must be uniformly administered and, because the Plan permits a discretionary contribution by IASB, a change in Plan administration could result in a reduction of the current five (5) percent employer contribution with up to two (2) percent matching contribution.
- (ii) Premium payments for medical and hospital insurance (including family coverage for the Executive Director, her spouse, and her dependent children, if any), disability insurance, and group life insurance.
- (iii) Consistent with IASB's current policies (which may be amended from time to time), ten (10) paid holidays, two (2) paid personal leave days, and long-term disability leave.

- (iv) Annually, twenty (20) days of paid vacation, accrued fully upon execution of this Agreement, and subsequently on July 1, 2010 and July 1 of each successive year under this Agreement. Unused vacation shall accrue up to a total of forty (40) hours. At retirement from IASB or termination of this Agreement, the total number of unused hours up to forty (40) shall be paid at the per diem rate at the time of retirement or termination of this Agreement, as the case may be.
- (v) Consistent with IASB's current policies (which may be amended from time to time), fifteen (15) days of sick leave annually which may accumulate up to 90 days. Up to 15 days per year may be used for illness of the Executive Director or immediate family members.
- (vi) IASB shall reimburse the Executive Director for or shall pay directly the reasonable and necessary costs incurred for travel and entertainment expenses associated with IASB business, private club dues and expenses at the Des Moines Club, Rotary Club dues and expenses, membership in national and state organizations relevant to the work of the association, and fees and costs associated with attending NSBA Federation meetings, and also such other expenses and fees as may be approved by the IASB Board of Directors.
- (vii) IASB shall pay the Executive Director the mileage reimbursement relating to the Executive Director's use of any personal vehicle for travel directly related to the conduct of IASB related activities at the IRS standard mileage reimbursement rate applicable to the period in which the travel occurred.
- (viii) The Executive Director shall devote substantially all of her time, attention and energies to her duties as Executive Director of IASB and to the duties applicable to any other position that she, from time to time, may fill as an officer of one or more of the IASB-related subsidiaries and/or affiliates, enterprise-wide. Dr. Kilcrease's participation in personal or outside business, and charitable and professional activities, shall not be construed as a breach of this Agreement, provided that her participation in any such activities does not constitute competition with, or present a current or potential conflict of interest with, (1) any of the legitimate interests of IASB, (2) any of the products or services provided by IASB, (3) any of the products or services provided by any subsidiary or affiliate of IASB, and/or (4) the mission of IASB. Dr. Kilcrease shall not engage in any activities which may be competitive with or adverse to the best interests of IASB and/or IASB's wholly owned for profit subsidiary, Local Government Services, Inc. The Executive Director may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities for up to ten (10) days each year without specific IASB Board approval so long as she makes adequate provision for the continued operation of IASB during any such absence and uses personal vacation days in relation such absence.

6. Termination of Agreement by Executive Director. The Executive Director shall

have the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days' advance written notice delivered to the President of the IASB Board of Directors. Should the Executive Director terminate this Agreement pursuant to this paragraph 6, the Executive Director shall be entitled to receive only the Base Salary and Other Benefits that accrue up to the Effective Date of such termination. At any time following the Executive Director's delivery of written notice of termination pursuant to this paragraph 6, the IASB Board of Directors, in their sole judgment and discretion, shall have the right to relieve the Executive Director of all day-to-day duties and responsibilities required of the Executive Director under this Agreement, but such action on the part of the IASB Board of Directors shall not in any way prejudice, alter, or diminish the Executive Directors receipt of the Base Salary and Other Benefits accruing prior to the effective date of the termination.

7. Termination by IASB. The Association shall have the rights herein below described to terminate this Agreement.

IASB may terminate this Agreement for cause if the Executive Director engages in an act of moral turpitude, uses illegal drugs, or exhibits chronic drunkenness. IASB must disclose to the Executive Director the act upon which such termination is based. The Executive Director shall have the right to rebut any allegations set forth prior to any such termination for cause. If termination occurs other than (i) for cause as set forth above, (ii) because of the death of the Executive Director, or (iii) by reason of an Executive Director resignation, then the balance of the then current contract term Base Salary shall be paid to the Executive Director in full within thirty (30) days of the effective date of such termination for cause, and all medical and health benefits relating to such contract term shall continue to be provided for the duration of the contract term in existence prior to termination.

8. Termination by IASB Due to Death, Disability, or Incapacity.

(a) This Agreement shall automatically terminate upon the death of the Executive Director.

(b) In the event that the Executive Director (i) becomes disabled within the meaning of the long-term disability insurance policy applicable to her, such that she can no longer effectively and competently perform her duties under this Agreement to IASB's satisfaction, or (ii) becomes otherwise incapacitated or impaired by reason of mental illness, mental deficiency, or by reason of any other cause, to the extent that she lacks sufficient understanding or capacity to effectively and competently perform her duties under this Agreement to IASB's satisfaction, the IASB Board of Directors may give the Executive Director (or any court-appointed guardian ad litem or other legal representative) written notice of its intention to terminate this Agreement, such termination to be effective ninety (90) days from the date of delivery. Notwithstanding any other provision of this Agreement, termination under this section 8(b) due to any disability, incapacity, or impairment attributable to chronic intoxication, use of illegal drugs, or improper use of prescription medications shall constitute termination For Cause within the meaning of paragraph 7(a), herein, and shall be effective upon delivery of written notice to the Executive Director, her guardian ad litem, or other legal representative.

9. Notices. All notices and other communications required or permitted to be delivered by one Party to the other Party under this Agreement shall be delivered by personal delivery with proof of services executed and simultaneously delivered, or by United States certified mail, return receipt requested for proof of delivery.

If to IASB:

Iowa Association of School Boards
Attention: President and General Counsel
6000 Grand Avenue
Des Moines, Iowa 50312-1417

If to Dr. Kilcrease:

[ADDRESS]

10. Construction. This Agreement is made and executed in the State of Iowa and shall be construed and enforced in accordance with the laws of the State of Iowa.

11. Assignment. Neither Party may assign this Agreement or any rights under this Agreement.

12. Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and any prior or contemporaneous dealings, agreements, understandings, or obligations, whether express, implied by law, implied by fact, written or oral, and whether or not partially performed, respecting the subject matter of this Agreement, are entirely replaced and superseded by this Agreement. This Agreement may only be amended by a writing executed by both Parties hereto.

13. Waiver. Any waiver provided by one Party to the other Party under this Agreement must be expressed and in writing. No waiver of or failure to enforce any term, condition, or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement. No waiver of or failure to enforce any term, condition, or provision of this Agreement shall be deemed or shall constitute an admission, representation, or general or continuing waiver.

14. Severability. The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, Maxine Kilcrease and the Iowa Association of School Boards, Inc., have executed, or caused to be executed, this Agreement, on this the ____ day of _____, 2009.

IOWA ASSOCIATION OF SCHOOL BOARDS

By: Maxine Kilcrease

Its: Executive Director

MAXINE KILCREASE

Maxine Kilcrease
6/25/09

	Employer Costs (annual)
Base Salary	\$ 210,000
401k-Match	4,200
401k-Contribution	10,500
Health Insurance	17,472
Dental Insurance	-
Vision Insurance	56
Basic Life	120
Supplemental Life	2,070
Basic ADD	15
Supplemental ADD	150
Dependent Life	5
LTD	660
Cell Phone	1,200
TOTAL	\$ 246,447
Budgeted Memberships	
-Des Moines/Embassy Club	1,200
-AASA, Rotary, and others	2,500
Budgeted NSBA Conf & Travel	17,500
Budgeted Misc Mileage/Expenses	3,000
TOTAL OTHER BUDGET ITEMS	\$ 24,200
Payroll Taxes	16,013
401K Admin (est)	175
Flex Admin (est)	45
Payroll Admin (est)	50
TOTAL MISC	\$ 16,283
GRAND TOTAL EMPLOYER COSTS	\$ 286,930

COPY

current policy governance guidelines. During the Term, the Executive Director shall comply with all policies, rules, and regulations of the Association.

It is understood and agreed that Executive Director shall perform such duties and have such powers as may be prescribed by IASB's policies, as may be amended from time to time, or by law; the Executive Director, with assistance of staff under the direction of the Executive Director, will refer matters to the IASB Board for study and recommendation. The Board will have exclusive jurisdiction in determining policies for the direction and operation of the Association, and the Executive Director shall carry such policies into execution. In doing so, she may organize, reorganize, hire, terminate, and otherwise direct the employees of the association, subject to contract rights that may exist, all consistent with IASB's policies.

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The association shall pay all payroll taxes, 401K, flex and other administrative fees.

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IN WITNESS WHEREOF, Maxine Kilcrease and the Iowa Association of School Boards, Inc., have executed, or caused to be executed, this Agreement, on this the ____ day of _____, 2009.

IOWA ASSOCIATION OF SCHOOL BOARDS

By: Maxine Kilcrease

Its: Executive Director

MAXINE KILCREASE

Maxine Kilcrease
6/25/09

EMPLOYMENT AGREEMENT

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ninety (90) days' advance written notice delivered to the President of the IASB Board of Directors. Should the Executive Director terminate this Agreement pursuant to this paragraph 6, the Executive Director shall be entitled to receive only the Base Salary and Other Benefits that accrue up to the Effective Date of such termination. At any time following the Executive Director's delivery of written notice of termination pursuant to this paragraph 6, the IASB Board of Directors, in their sole judgment and discretion, shall have the right to relieve the Executive Director of all day-to-day duties and responsibilities required of the Executive Director under this Agreement, but such action on the part of the IASB Board of Directors shall not in any way prejudice, alter, or diminish the Executive Directors receipt of the Base Salary and Other Benefits accruing prior to the effective date of the termination.

7. Termination by IASB. The Association shall have the rights herein below described to terminate this Agreement.

IASB may terminate this Agreement for cause if the Executive Director engages in an act of moral turpitude, uses illegal drugs, or exhibits chronic drunkenness. IASB must disclose to the Executive Director the act upon which such termination is based. The Executive Director shall have the right to rebut any allegations set forth prior to any such termination for cause. If termination occurs other than (i) for cause as set forth above, (ii) because of the death of the Executive Director, or (iii) by reason of an Executive Director resignation, then the balance of the then current contract term Base Salary shall be paid to the Executive Director in full within thirty (30) days of the effective date of such termination for cause, and all medical and health benefits relating to such contract term shall continue to be provided for the duration of the contract term in existence prior to termination.

8. Termination by IASB Due to Death, Disability, or Incapacity.

(a) This Agreement shall automatically terminate upon the death of the Executive Director.

(b) In the event that the Executive Director (i) becomes disabled within the meaning of the long-term disability insurance policy applicable to her, such that she can no longer effectively and competently perform her duties under this Agreement to IASB's satisfaction, or (ii) becomes otherwise incapacitated or impaired by reason of mental illness, mental deficiency, or by reason of any other cause, to the extent that she lacks sufficient understanding or capacity to effectively and competently perform her duties under this Agreement to IASB's satisfaction, the IASB Board of Directors may give the Executive Director (or any court-appointed guardian ad litem or other legal representative) written notice of its intention to terminate this Agreement, such termination to be effective ninety (90) days from the date of delivery. Notwithstanding any other provision of this Agreement, termination under this section 8(b) due to any disability, incapacity, or impairment attributable to chronic intoxication, use of illegal drugs, or improper use of prescription medications shall constitute termination For Cause within the meaning of paragraph 7(a), herein, and shall be effective upon delivery of written notice to the Executive Director, her guardian ad litem, or other legal representative.

9. Notices. All notices and other communications required or permitted to be delivered by one Party to the other Party under this Agreement shall be delivered by personal delivery with proof of services executed and simultaneously delivered, or by United States certified mail, return receipt requested for proof of delivery.

If to IASB:

Iowa Association of School Boards
Attention: President and General Counsel
6000 Grand Avenue
Des Moines, Iowa 50312-1417

If to Dr. Kilcrease:

[ADDRESS]

10. Construction. This Agreement is made and executed in the State of Iowa and shall be construed and enforced in accordance with the laws of the State of Iowa.

11. Assignment. Neither Party may assign this Agreement or any rights under this Agreement.

12. Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and any prior or contemporaneous dealings, agreements, understandings, or obligations, whether express, implied by law, implied by fact, written or oral, and whether or not partially performed, respecting the subject matter of this Agreement, are entirely replaced and superseded by this Agreement. This Agreement may only be amended by a writing executed by both Parties hereto.

13. Waiver. Any waiver provided by one Party to the other Party under this Agreement must be expressed and in writing. No waiver of or failure to enforce any term, condition, or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement. No waiver of or failure to enforce any term, condition, or provision of this Agreement shall be deemed or shall constitute an admission, representation, or general or continuing waiver.

14. Severability. The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, Maxine Kilcrease and the Iowa Association of School Boards, Inc., have executed, or caused to be executed, this Agreement, on this the ____ day of _____, 2009.

IOWA ASSOCIATION OF SCHOOL BOARDS

By: Jack Hill
Its: President

MAXINE KILCREASE

Maxine Kilcrease